

**EAST TEXAS A&M UNIVERSITY**  
**Department of Residential Living and Learning**  
**UNIVERSITY HOUSING CONTRACT**  
On-Campus Residence Halls/Apartments

**This University Housing Contract and the Terms and Conditions attached hereto and incorporated herein (collectively, the “Contract”) is an agreement between East Texas A&M University (“University”), a member of The Texas A&M University System, an agency of the State of Texas, and the individual student named below (“Student”). This Contract does not constitute a commitment of admission to the University. This Contract may be terminated only under the conditions specified herein. **Students and their parents and/or guardians, if applicable, are urged to carefully read this Contract.** This document becomes a binding contract between the Student (or their parent or guardian if the Student is under 18 years of age) and the University upon execution by the Student (or their parent or guardian if the Student is under 18 years of age). Completion of this Contract is for a space in University housing only and does not guarantee assignment to a particular room, roommate, residence hall, or style of residence hall or apartment. This Contract is binding regardless of the particular residence hall, apartment, roommate or room assignment. An electronic copy of this Contract with the appropriate signature(s) (including electronic signatures) will be construed the same as the original and is legally binding on all parties hereto.**

Student Resident: \_\_\_\_\_  
(Last, First, M.I.)

Campus Wide ID (CWID): \_\_\_\_\_

**SIGNATURE AND CERTIFICATION**

By my signature below (or done electronically), I acknowledge that I have read, accept, and agree to the terms of this University Housing Contract including all of the Terms and Conditions herein.

Student Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### DEFINITION OF TERMS:

(A) The term "Academic Year" means the Fall and Spring semesters at the University.

(B) The term "Residence Halls" means any type of dormitory-style living accommodations.

(C) The term "University Apartments" means the apartment-style living accommodations.

(D) The term "University Housing" means all Residence Halls and University Apartments operated or controlled by the University for the purpose of providing housing to students.

### 1. PERIOD OF CONTRACT:

(A) The default term of this Contract is for the **Academic Year**, or if entered into after the start of the Fall semester, for the remainder of the Academic Year. The University reserves the right to utilize rooms as necessary between semesters. Students will be given prior notice to turn in their keys and vacate their room. Students wanting to live in University Housing during the summer will need to sign a separate summer housing contract.

(B) Students may occupy an assigned room/apartment beginning on the day University Housing officially opens ("Move-In Date") until the day University Housing officially closes ("Move-Out Date"). Move-In and Move-Out Dates vary each year and are announced approximately 5 months prior to occupancy. University Housing typically opens in late-August (approximately 5 days before the first class day) and closes on the date of the last commencement ceremony in May.

(C) Failure to properly check into Student's assigned residence hall/apartment by 5:00 p.m. on the day before class begins each semester could result in the assignment of the room/apartment to another student. Proper check-in consists of contacting a hall/apartment staff member in the Student's assigned hall/apartment during the check-in period (between Move-In Date for that property and 5:00 p.m. of the day before classes begin) and receiving a room key and all check-in materials and publications. Every effort will be made to hold the original assignment if the Department of Residential Living and Learning is notified of an anticipated delayed arrival; however, it may be necessary to assign the Student to other accommodations if they do not timely check in.

(D) The Student must check out of their assigned hall/building/room and remove their belongings by the Move-Out Date established for their assigned hall/apartment. Proper check out consists of returning the room/apartment to its original, clean condition,

contacting a hall/apartment staff member in the Student's assigned hall/apartment, having the room/apartment inventoried with the staff member, returning the keys, and completing the necessary paperwork.

(E) University Housing during periods when classes are not in session may be available if there is sufficient demand. Additional Housing Use Charges will be required of each student desiring such accommodations.

(F) The University reserves the right to consolidate students into one residence hall/apartment building during break periods. If housing is available, students must sign a Break Housing Agreement prior to moving in during the break period.

(G) Any student moving into any type of University Housing before Move-In Date or leaving after Move-Out Date must have approval from the Director of Residential Living and Learning or designee and will be charged a daily room rate in addition to the normal Housing Use Charges. Students who withdraw from the University at the winter break, but do not checkout or remove their belongings before the halls/apartments re-open for the spring semester, will be charged a daily late-checkout fee until their belongings are completely removed. Additional late penalties may apply as well.

### 2. CONSIDERATION OF THE CONTRACT:

(A) This Contract is personal and non-transferable. **It guarantees the Student a license to occupy and use a space in University Housing (not a particular room, residence hall, style of hall or apartment, or roommate choice).** The Department of Residential Living and Learning reserves the right to make room assignments and to make any subsequent changes considered advisable or necessary. Students are not permitted to assign or sublease their room/apartment to another student. Every effort will be made to assign a student based on the semester rate of halls/apartments requested by the student, but the University reserves the right to assign students to any University Housing based on availability and occupancy rates.

(B) Students may use rooms/apartments for residential purposes only. Other uses are in violation of University policy and may result in the termination of the Contract and/or disciplinary action.

(C) This Contract is issued only after the University has officially accepted the Student for admission. If the Student fails to enroll, advance notice of residence hall/apartment termination must be provided as outlined in Section 6(A) of this Contract. Continuance of this Contract and/or transfer of the Housing

Application Charge are dependent upon the Student's continued enrollment in the University as a student. The Student must properly check out and vacate the hall/apartment within forty-eight (48) hours after withdrawal from the University or termination of this Contract. Failure to do so may result in additional billing and/or charges.

**(D)** To be eligible to live in any on-campus property, residents must be enrolled in a degree-producing program at the University.

**(E)** As space allows, all full-time, first-year undergraduate students who enroll in face-to-face classes at the main campus in Commerce within one year of high school graduation are required to live on campus or live with their parents/legal guardian within 50 miles (or a one-hour drive) of the Commerce campus.

### 3. HOUSING USE CHARGE PAYMENTS:

**(A) Housing Use Charges: Housing Use Charges are billed per student by semester and are subject to change without notice.** Each semester's Housing Use Charges will be due according to established University fee deadlines. Failure to pay the required Housing Use Charges could result in immediate removal from University Housing, loss of future housing priority, and/or registration and transcript blocks.

**(B) Housing Application Fee:** The Housing Application Fee must be paid by the Student at the time of the application. The Housing Application Fee is not applied to Housing Use Charges. The Housing Application Fee is a one-time charge for as long as the Student resides in University Housing and is non-refundable after it has been paid.

### 4. HOUSING USE CHARGES/REFUND SCHEDULE:

This Contract is binding for the **entire Academic Year** (Fall and Spring Semesters) or any remaining portion thereof if the Contract is signed after the start of classes of the Fall semester. If the Student terminates this Contract for the Fall or Spring semester, the Student will be responsible for the following Housing Use Charges:

#### **(A) CHARGES FOR THE FALL SEMESTER:**

- Prior to June 15th – no penalty
- June 15th to July 15th – \$300
- July 16th to August 15th – \$600
- August 16th (or after move in) - 100% of Fall Semester Housing Use Charges

Resident Assistants (RAs) students only: RAs who are not approved to return as an RA have until June 15th to cancel their housing contract without penalty. All cancellations after June 15th would follow the above schedule based on the date of the cancellation.

#### **(B) CHARGES FOR THE SPRING SEMESTER (Fall Assigned Students Only):**

Students who cancel this Contract after they have moved in for the Fall are subject to 100% of the Spring semester Housing Use Charges.

#### **(C) CHARGES FOR THE SPRING SEMESTER (New Spring Assigned Students Only):**

- Prior to January 1st – no penalty
- January 2nd to January 10th - \$600
- After January 10th - 100% of Spring Semester Housing Use Charges

### 5. CLOSURES DUE TO EMERGENCY EVENTS:

If there is an emergency event and the University decides closure of the student housing facilities is necessary, the University may terminate or suspend this Contract and students must vacate the facility and remove their belongings, then they may request a Housing Adjustment (refund/credit). However, if there is an emergency event and the University does not close the facilities or require students to vacate, students may still do so, but this Contract will remain in full effect and students will not be entitled to a Housing Adjustment (refund/credit) even if they voluntarily chose to vacate. Additional information can be found here: <https://www.tamuc.edu/residential-living-learning/>.

### 6. TERMINATION OF THIS CONTRACT BY THE STUDENT:

This Contract is binding for the **entire Academic Year** (Fall and Spring Semesters) or any remaining portion thereof if the Contract is signed after the start of classes in the Fall semester. UNLESS ONE OF THE EXCEPTIONS OUTLINED IN SECTION 6B APPLIES, IF THE STUDENT TERMINATES THIS CONTRACT AFTER SIGNING THE CONTRACT, THE STUDENT WILL BE FINANCIALLY RESPONSIBLE FOR HOUSING USE CHARGES ACCORDING TO THE HOUSING USE CHARGES/REFUND SCHEDULE OUTLINED IN SECTION 4.

**(A) TERMINATION PROCEDURES:** After this Contract is signed, notification of termination of this Contract must be made through a Contract Release Request in the myLeo Housing Portal. Notifications of termination submitted to any other office **DO NOT** comply with this requirement and the requested action cannot be assured. **The date upon which the termination is received in the Department of Residential Living and Learning will constitute the basis for determining compliance with any and all deadlines in this Contract.**

**(B) EXCEPTIONS:**

Exceptions to the Housing Use Charges/Refund Schedule may be granted:

- for students who graduate at the end of the Fall semester, enlist in the Armed Forces of the United States, are accepted into one of the Service Academies, or participate in a University-required cooperative education/internship, student teaching (not in the local area), or a study abroad program for the Spring semester if written notification and verification of the aforementioned condition is received in the Department of Residential Living and Learning by December 1st.
- for students who are academically restricted from re-enrollment or who become medically unable to return for the Spring semester (if written notification is received prior to the beginning of classes for the Spring semester). Students who withdraw or transfer to a different college/university for personal reasons would not meet any of the above exemptions.
- for students who have an extreme, extenuating circumstance that occurred after the student has moved in.

If an exception is made for the Fall term after occupancy, the student will be subject to a \$900 cancellation fee and the prorated daily housing and meal plan charges from start of term to the date the student is released from this Contract or officially moves out, whichever date is later. If an exception is made for the Spring term, the student will be subject to a \$600 cancellation fee if Contract Release Request is submitted before December 1st. After December 1st, the student will be subject to a \$900 fee and the prorated daily housing and meal plan charges from start of Winter Mini Term to the date the student is released from this Contract or officially moves out, whichever date is later. Additional late penalties may apply.

**Whether an exception applies will be determined by the Director of Residential Living and Learning or designee in their sole discretion.**

**7. TERMINATION OF THIS CONTRACT BY THE UNIVERSITY:**

If the Student is suspended, expelled, or otherwise removed from the University or University Housing for disciplinary reasons, the University will terminate the Contract. In such cases, the Student will be required to vacate the room/apartment within 48 hours after notification of such action by the University, or sooner if, in the opinion of the Director of Residential Living and Learning or designee, there is a threat to the welfare

of persons or property. When the Director of Residential Living and Learning or designee believes that the continued presence of the Student living in University Housing poses a continuing danger to persons or property, is a direct threat to persons or property, or is significantly disruptive to the normal operations of the residence halls/apartments, the Student may be removed from University Housing pending the outcome of a student conduct process and/or administrative contract review. Students who are removed from University Housing for reasons stated in this paragraph are subject to the charges outlined in Section 4 of this Contract and may not be eligible to apply for future on-campus housing. **In addition, by signing this Contract, the Student grants the University the right to conduct a criminal background check, criminal history screening and/or sex offender registry check on the Student at any time, either prior to room assignment or during the term of this Contract.** The University reserves the right to deny a student a room or immediately remove a student from University Housing based on information obtained in a criminal background check, including, without limitation, when the student is a registered sex offender (whether public or nonpublic). This provision should not be interpreted to impose a duty on the University to run a criminal background check on any student.

**8. RENEWAL OPTION:**

All eligible students may renew their contract each academic year during the contract renewal period in the Spring as space allows. If approved to remain residing on campus, the Housing Application Fee will be transferred each semester as long as the Student remains enrolled and living in University Housing. Residents choosing to renew their contract for an additional academic year agree to be bound by all policies, terms and conditions of this Contract and the next academic year housing contract upon signing the housing contract renewal.

**9. REJECTION OF HALL/APARTMENT ASSIGNMENT:**

If the Student rejects a housing assignment offer, the Student terminates this Contract effective on the date the written rejection is submitted to the Department of Residential Living and Learning, and the provisions in Sections 4 and 6 will apply.

**10. RESPONSIBILITIES FOR THE ROOM/APARTMENT:**

(A) The University agrees to provide the Student with a room/apartment in a habitable condition and will make an effort in conjunction with the Student to create a worthwhile, educationally relevant living experience in an environment suitable for studying and sleeping. Except in cases of student negligence, the University agrees to make necessary room repairs in a reasonable time. Advance approval must be obtained from the Department of Residential Living and Learning before any substantial changes are made to a residence hall room/apartment, including but not limited to, painting, construction of lofts, and structural renovations to the room and its contents, etc. The University agrees to provide garbage collection, internet connection, hot and cold water in reasonable quantity, and electricity in sufficient quantity to heat/cool the facility according to the heating/cooling system of the residence hall/apartment building. The University will not be responsible for disruptions in service that are beyond University control. In the event of utility or facility disruptions, Housing Use Charges will not be reimbursed.

(B) The Student will be held accountable for the condition of the room/apartment (other than normal wear and tear) and all furnishings assigned to that room/apartment, and will reimburse the University for all damage to or loss of these furnishings and accommodations. The Student is responsible for maintaining the cleanliness of their room/apartment. Additionally, the Student may be held accountable for any abnormal wear, damages, or cleaning in public areas of their hall/apartment to include billing of damages to individual students when cause is confirmed. Determination of the amount of such loss or damage will be made by the University, and students may be referred to the Office of Student Rights and Responsibilities if circumstances warrant. Failure to pay any damage assessment may result in a registration, graduation, and/or transcript block, and/or loss of future housing privileges. Students have 90 calendar days from the date of any damage billing to appeal those charges. All damage billing appeals must be made through the designated appeals form. Exceptions can be made by the Director of Residential Living and Learning, or designee.

#### **11. TEMPORARY ASSIGNMENT ACCOMMODATIONS:**

At the beginning of each semester, occupancy may be expanded through the assignment of students by the “doubling” of what is normally a single-occupancy residence hall room or the “tripling” of what are normally double-occupancy residence hall rooms. New

students assigned to permanent spaces as well as returning residence hall students should be prepared to be assigned a third roommate and may not know until their arrival that a temporary assignment has been placed in their room. Temporary assignment spaces are used until regular accommodations become available, which may be the entire semester. Students who accept over assignment accommodations are bound by all the provisions of this Contract. Students remaining in temporary assignment conditions after the third week of classes will receive a prorated reduction in their Housing Use Charges. Students who are offered a permanent space but decline that offer to stay in their temporary space may be approved to remain in that temporary space on a case-by-cases basis. Students who are approved to stay in this temporary space on a semester basis only will be charged the regular Housing Use Charges for that assigned space (prorated to the date of approval).

#### **12. CONSOLIDATION:**

During all semesters, the Department of Residential Living and Learning reserves the right to require single occupants of rooms, except those who have paid for a private room, to move together when to doing so will: (1) reduce the cost of utilities, (2) facilitate cleaning, or (3) make space available for the housing of special groups.

#### **13. HALL/APARTMENT CHANGES:**

Hall/apartment changes are made based on availability. Residents changing halls or apartments during the contract period, from a less expensive to a more expensive hall or apartment, will be required to pay the difference in Housing Use Charges. If the move is to a less expensive hall or apartment, the Housing Use Charge difference will be refunded, normally after the 12<sup>th</sup> class day. Housing Use Charge differentials will be computed on a prorated basis unless the move is completed prior to the first day of classes.

#### **14. ROOM CHANGES:**

Students may request relocation to another room within the same residence hall or same apartment style in another building, at times specified by the Department of Residential Living and Learning, throughout the year. Residents must submit Room Change Requests forms to their hall/apartment staff. The hall/apartment staff must first approve the request, before the move(s) can take place. Residents who move prior to receiving written approval may be subject to a \$100.00 charge and disciplinary procedures.

**15. WAIVER AND INDEMNITY:**

**WITH THE EXCEPTION OF THOSE CLAIMS ARISING OUT OF THE UNIVERSITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE UNIVERSITY WILL NOT BE LIABLE TO THE STUDENT, OR THOSE CLAIMING THROUGH OR UNDER THE STUDENT, FOR INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ACTS OF NATURE, FIRE, WATER, SMOKE, UTILITY OR EQUIPMENT MALFUNCTIONS, OR CAUSED BY THE NEGLIGENT CONDUCT OR ACTS OF ANY OTHER PERSON OCCURRING IN, ON OR ABOUT THE RESIDENCE HALLS OR APARTMENTS, AND THE STUDENT MUST INDEMNIFY THE UNIVERSITY AND HOLD IT HARMLESS FROM ANY SUCH CLAIM OR DAMAGE.**

**16. SECURITY AND PERSONAL PROPERTY INSURANCE:**

Although reasonable steps are taken to maintain all University Housing and grounds and to provide adequate security, the University is not liable for the loss of or damage to personal property, or for any personal injury (including death, rape or assault), caused by acts of nature, fire, water, smoke, utility or equipment malfunctions, or caused by the negligent or criminal conduct or acts of any student resident, guest or invitee of any student resident, which occurs in its buildings or on its grounds, prior to, during or subsequent to the period of this Contract. Student residents are highly encouraged to carry a personal property (i.e. renter's) insurance policy for their belongings while living in University Housing. The University only carries insurance on University-owned buildings and property, and such insurance will not cover the cost of replacing student residents' property and personal items.

**17. ROOM/APARTMENT ENTRY:**

The University reserves the right to enter the Student's room or apartment for the purposes of inspection of University property, pest control measures, to seek missing University-owned furnishings, to initiate improvements or repairs, to control the rooms/apartments in the event of an epidemic or an emergency, to insure evacuation during fire drills, or for any other purposes as stated in the Student Code of Conduct and the Department of Residential Living and Learning Community Handbook, to include suspected violations of University Rules, Student Rules, or Housing policies.

**18. RULES AND REGULATIONS:**

On-campus housing policies can be found in the Residential Living and Learning Community Handbook and can be found here: <https://www.tamuc.edu/residential-living-learning/>. University Regulations, and all published policies of individual housing facilities, are made a part of this Contract. In the event of a conflict in published policies, the provisions of this Contract will govern. Copies of these publications are posted on the Department of Residential Living and Learning's website and in Roomcompact.

**19. CORRESPONDENCE AND REFUNDS:**

**(A)** The Department of Residential Living and Learning correspondence, as well as University billing refunds, will be sent to/refunded to the Student's account.  
**(B)** All refunds referred to in this Contract will normally be submitted to the Financial Services office for payment within 30 days after termination of the Contract. The Housing Application Charge, once paid, will not be refunded.

**20. SPACE ASSIGNMENTS:**

The University draws students from many states, nations, races and religions. It will be the responsibility of each student to respect the rights of all residents living in University Housing. Admission to the University and any of its sponsored programs is open to qualified individuals regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other classification protected by federal, state, or local law. Space and roommate assignments may take into account the sex of the individuals, as well as relevant preferences of the individuals. Housing assignments will take into account reasonable accommodations requested by individuals with registered disabilities.

**21. RELATIONSHIP OF PARTIES:**

This Contract creates a license to occupy and use the room or apartment assigned to the Student as the Student's temporary residence during the term of this Contract and is not a lease of University property. No landlord/tenant relationship will be construed between the University and the Student.

**22. VEHICLE PARKING:**

Parking permits are not included in the Housing Use Charges. The Student will need to purchase a separate parking permit from the McDowell Administration Building or online if desired.

**23. DINING PLAN REQUIREMENT:**

All students living on campus are required to have a meal plan that meets the requirements outlined in the East Texas A&M University Meal Plan Contract for the current Academic year.

**24. FORCE MAJEURE:**

If the University fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this Contract and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for the University to proceed with or continue the performance of services or any other obligations herein, then said failure will be excused for the duration of such event and for such a time thereafter as is reasonable to enable the University to resume performance under this Contract.

**25. MISCELLANEOUS PROVISIONS:**

The University has the right to determine when provisions of this Contract are violated and to determine the appropriate course of action. If any section or subsection of this Contract is ruled to be illegal or invalid, it will not affect the validity or enforceability of the remaining provisions of the Contract.

**26. GOVERNING LAW:**

The validity of this Contract and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction will be governed and determined by the Constitution and the laws of the State of Texas. Any lawsuit to enforce this Contract must be brought in Hunt County, Texas.

OGC P&C Approved March 24-2025